Brown (1861) 12 Oh. St. 294; *Chatfield v. Wilson* (1855) 28 Vt. 49; *Mayor of Bradford's Case* [1895] A. C. 587. But the increasing importance of the subject necessitated modifications. First the courts questioned the justice of barring relief where the obstruction had been actuated by malicious motives. *Wheatley v. Baugh* (1855) 25 Pa. 528; *Swett v. Cutts* (1870) 50 N. H. 439; *Miller v. Black Rock Co.* (1901) 99 Va. 747, 40 S. E. 27; *Gagnon v. Hotel Co.* (1904) 163 Ind. 687, 72 N. E. 849. Next they modified the doctrine of the unqualified ownership of the soil and its contents by the maxim *"sic utere tuo,"* and declared that wasting of percolating water should be prevented when it deprived another of its legitimate use. *Stillwater Water Co. v. Farmers* (1903) 89 Minn. 58, 93 N. W. 907. From this developed the theory that landowners in the same vicinity have correlative rights in the percolating waters thereof. *Patrick v. Smith* (1913) 75 Wash. 407, 134 Pac. 1076; *Ballantine v. Public Service* (1914, Err. & App.) 86 N. J. Law, 331, 91 Atl. 95; *Forbell v. City of New York* (1900) 164 N. Y. 522, 58 N. E. 644. *Cf.* COMMENT (1919) 29 YALE LAW JOURNAL, 213. In determining whether or not a landholder has the privilege of diverting a flow of percolating water, the courts examine the reasonableness of the use he is to make of that water. *Smith v. Brooklyn* (1897, N. Y. Sup. Ct.) 18 Hun, 340; *Katz v. Walkinshaw* (1902) 141 Calif. 116, 70 Pac. 663; *Pence v. Carney* (1905) 58 W. Va. 296, 52 S. E. 702; *Barclay v. Abraham* (1903) 121 Iowa, 619, 96 N. W. 1080; *Schenck v. City of Ann Arbor* (1917) 196 Mich. 75, 163 N. W. 109. The instant decision seems to be in accord with the present tendency of the courts to enjoin such diversion of percolating waters as will materially injure a landholder to whom they would eventually come, without proving of equal benefit to the confiscator. For the obstruction of the natural flow of surface waters by the adjacent land owner, see (1920) 29 YALE LAW JOURNAL, 686.

SALES—STATUTE OF FRAUDS—SIGNATURE OF PARTY TO BE CHARGED.—Because their own stationery had not been received from the printer, the defendants wrote out the plaintiff's order for suits of clothes on the order blank of the defendants' predecessors in business. The name of the defendants nowhere appeared upon the order blank in question. The purchaser sued for non-delivery and the defendants moved to dismiss the complaint. *Held*, that the defendants' motion should have been granted, since there was no sufficient memorandum to satisfy the statute of frauds. *Joseph Galin Co. v. Newhouse* (1920, App. Div.) 180 N. Y. Supp. 812.

Under the statute of frauds in the Sales Act, sec. 4, New York now requires only that the agreement be *signed* (formerly required to be subscribed) by the party to be charged thereby or by his authorized agent. A person may incur contractual duties under any name, fictitious or assumed. *Gotthelf v. Shapiro* (1913) 210 N. Y. 538, 103 N. E. 1124; *Roberts v. Mosier* (1913) 35 Okla. 691, 132 Pac. 678; see N. I. L. sec. 18. One may sign either by writing a name or mark or by adopting it when printed. But such adoption, to be effective, must be made with the intent to authenticate the document. This intent and so an adoption of the printed name as a signature may fairly be presumed where the promisor writes a contract on his own paper whereon his name appears in print. *Evans v. Hoare* [1892] 1 Q. B. 593; *Schneider v. Norris* (1814, K. B.) 2 M. & S. 286; *Cohen v. Wolgel* (1919, Sup. Ct.) 107 Misc. 505, 176 N. Y. Supp. 764. Ordinarily where the letter-head is not his own such a presumption would seem unreasonable. But where, as in the instant case, the paper is that of the former business which the promisor was continuing, though under a different name, it is submitted that the continuity of the business presents an element which should be considered and which might fairly lead to holding the name to have been adopted as the defendants' signature.